

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CHASE MANHATTAN MORTGAGE
CORPORATION,
et al.,

Plaintiffs,

v.

ADVANTA CORP., et al.,

Defendants.

C.A. No. 01-507 (KAJ)

FINAL JUDGMENT ORDER

At Wilmington, this 4th day of October, 2005, for the reasons set forth in the Post-Trial Findings of Fact and Conclusions of Law issued September 8, 2005;

WHEREAS, on September 8, 2005, in Chase Manhattan Mortgage Corp., et al. v. Advanta Corp., et al., No. 01-0507 (D. Del.) ("Chase v. Advanta I"), the Court found that Defendants Advanta Corp. and certain of its affiliates (collectively, "Advanta") breached § 6.24 of the Purchase and Sale Agreement dated as of January 8, 2001 (the "Agreement");

WHEREAS, the Court found that Advanta was liable to Chase in the amount of \$17,516,456.43, plus pre-judgment and post-judgment interest, for the breach of § 6.24 of the Agreement;

WHEREAS, the Court found that Chase breached the terms of the February 28, 2001 Post-Closing Letter between the parties (the "Post-Closing Letter") by not releasing funds held in a "Document Holdback" established pursuant to the Agreement;

WHEREAS, the Court found that Chase was liable to Advanta in the amount of \$824,190, plus pre-judgment and post-judgment interest, for the breach of the Post-Closing Letter related to the Document Holdback;

WHEREAS, the pre-judgment interest rate is governed by Delaware statute, 6 Del. Code § 2301, which states that “[w]here there is no expressed contract rate, the legal rate of interest shall be 5% over the Federal Reserve discount rate including any surcharge as of the time from which interest is due . . .” The Federal Reserve discount rate on February 28, 2001 was 5% annually and, therefore, pre-judgment interest shall be calculated at a simple annual rate of 10%;

WHEREAS, the post-judgment interest rate is governed by Federal statute, 28 U.S.C. § 1961, which states that interest on a money judgment “shall be calculated from the date of the entry of the judgment, at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment.” The weekly average 1-year constant maturity Treasury yield for the week of August 26, 2005 was 3.88% and, therefore, post-judgment interest shall be calculated at a rate of 3.88%;

WHEREAS, Chase Home Finance, LLC, as successor in interest to Chase Manhattan Mortgage Corporation, Chase Bank, USA, N.A., formerly known as Chase Manhattan Bank, USA, N.A., and Chase Home Mortgage Corp. of the Southeast (collectively “Chase”); and Advanta Corp., Advanta National Bank, Advanta Bank Corp., Advanta Mortgage Holding Corp., and Advanta Mortgage Corp., USA (collectively “Advanta”) entered into a Settlement Agreement dated September 2, 2005 (the “Settlement Agreement”) regarding two related lawsuits entitled: (i) Chase Manhattan

Mortgage Corp. v. Advanta Corp., No. 04-0113 (D. Del.); and (ii) Advanta Corp., et al. v. Chase Manhattan Mortgage Corp., et al., No. 04-02510 (Pa. C.C.P. Montgomery Cty.) (together "Chase v. Advanta II"); and

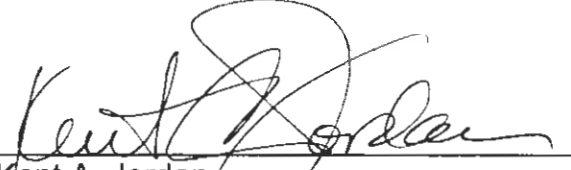
WHEREAS, pursuant to the Settlement Agreement, Chase agreed to credit Advanta \$8,750,000 plus simple interest at an annual rate of 5.275% from the date of the Settlement Agreement against any judgment entered in this case;

WHEREAS, pursuant to the Settlement Agreement, Advanta has released Chase from any and all liability for the Document Holdback. Advanta further agreed that to the extent any amount is awarded to Advanta in this case on account of the Document Holdback, it would disclaim and release any ability to collect any such amount.

IT IS HEREBY ORDERED that:

1. Judgment is entered in favor of Chase and against Advanta for \$17,516,456.43 in damages for the breach of § 6.24 of the Agreement, together with pre-judgment interest of \$7,932,795.20 (computed at the Delaware statutory rate of 10% simply from the date that interest is due, February 28, 2001, through September 8, 2005) for a total judgment of \$25,449,251.63 (the "Judgment").
2. Pursuant to the Settlement Agreement, \$8,750,000 plus interest in the amount of \$8,851.88 for a total amount of \$8,758,851.88, shall be immediately applied as a partial satisfaction of the Judgment, leaving an Outstanding Judgment of \$16,690,399.75.
3. Post-judgment interest shall accrue on the Outstanding Judgment at a rate of 3.88% pursuant to 28 U.S.C. § 1961.

4. Judgment on the remaining claims in the Complaint is entered in Advanta's favor.



Kent A. Jordan
United States District Judge